

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

May 4, 2001

GSBCA 15459-TRAV

In the Matter of ERVIN T. UPCHURCH

Ervin T. Upchurch, White Bluff, TN, Claimant.

Ann C. Ordes, National Finance Center, Department of Agriculture, New Orleans, LA, appearing for Department of Agriculture.

HYATT, Board Judge.

Claimant, Ervin T. Upchurch, is an employee of the United States Department of Agriculture (USDA). He is in charge of an investigative task force for the Food and Nutrition Service (FNS), operating out of Louisville, Kentucky. In connection with his role as an investigator for FNS, Mr. Upchurch needs to recruit confidential informants to assist with investigations. He experienced difficulty recruiting informants and, in order to obtain assistance, he agreed to reimburse child care expenses. He then sought reimbursement of the expenses on his travel voucher. His supervisor had approved such payments in the past, but was subsequently told that these were not proper travel expenses and should not be reimbursed. He thus disallowed the expenses when Mr. Upchurch presented subsequent travel vouchers. USDA has submitted the matter to the Board for review.

In reviewing the materials provided by USDA, the Board noted that Mr. Upchurch appeared to be a member of a union. The Board then wrote to both the claimant and the agency asking for clarification of whether Mr. Upchurch is in fact a union member. In response, Mr. Upchurch has confirmed that he is a member of a bargaining unit and has provided the Board with a copy of the collective bargaining agreement's grievance procedures. Under the collective bargaining agreement, there is a grievance process applicable to disagreements between the employee and agency management concerning "any matter relating to the employment of the employee." Travel and relocation benefits are not included in the list of matters expressly excluded from the grievance procedure.

On numerous occasions, the Board has recognized that if a claim concerning travel or relocation expenses is subject to resolution under the terms of a grievance procedure mandated within a collective bargaining agreement, we lack authority to settle the claim

using our administrative procedures unless the agreement explicitly and clearly excludes the claim from its procedures. Bernadette Hastak, GSBCA 13938-TRAV, et al., 97-2 BCA ¶ 29,092; accord, e.g., James P. Mullins, GSBCA 15263-TRAV (Mar. 30, 2001); Jesse Chavez, GSBCA 15443-TRAV (Mar. 1, 2001) James M. Brewer, GSBCA 14936-RELO, 99-2 BCA ¶ 30,503; Gail Favela, GSBCA 14727-TRAV, 99-2 BCA ¶ 30,432; see also Dunkleberger v. Merit Systems Protection Board, 130 F.3d 1376 (Fed. Cir. 1997). Under the collective bargaining agreement, the grievance procedure is the exclusive avenue for redress available to claimant. The Board cannot resolve this matter. Accordingly, this claim is dismissed.

CATHERINE B. HYATT
Board Judge